

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<b>1. Name and Address of Registrant</b> STRATEGY XXI GROUP, LLC 515 Madison Avenue New York, NY 10022	<b>2. Registration No.</b> <div style="font-size: 2em; font-family: cursive;">6058</div>
<b>3. Name of Foreign Principal</b> Ras Al Khaimah Investment Authority	<b>4. Principal Address of Foreign Principal</b> PO Box 31291 Ras Al Khaimah United Arab Emirates

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 NSD/CES/REGISTRATION UNIT

**5. Indicate whether your foreign principal is one of the following:**

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality \_\_\_\_\_

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**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant  
     Ras Al Khaimah Investment Authority

b) Name and title of official with whom registrant deals  
     Khater Massaad, CEO, Ras Al Khaimah Investment Authority

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**7. If the foreign principal is a foreign political party, state:**

a) Principal address  
     N/A

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Investment opportunities and outreach to US and other foreign companies to locate in the Emirate of Ras Al Khaimah, UAE

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

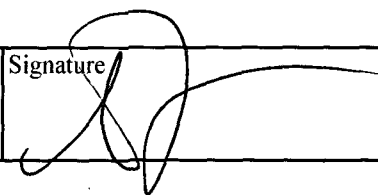
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Ras Al Khaimah Investment Authority

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
8-12-11	Andrew D Frank Managing Partner, Strategy XXI Group	

U.S. Department of Justice

Washington, DC 20530

# Exhibit B to Registration Statement

## Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

STRATEGY XXI GROUP LLC

2. Registration No.

608  
2011 AUG 18 PM 3:51  
NSD/CES/REGISTRATION UNIT

3. Name of Foreign Principal

Ras Al Khaimah Investment Authority

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

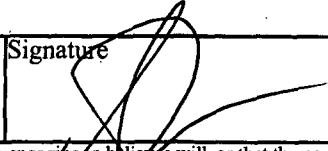
Public relations activities to promote tourism and business investment in the Emirate of Ras Al Khaimah, one of the seven Emirates of the United Arab Emirates.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
	Andrew D Frank, Managing Partner, Strategy XXI	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

STRATEGY  
**XXI**  
GROUP

May 16, 2011

Dr. Khater Massaad  
CEO  
Ras Al Khaimah Investment Authority  
P.O. Box 31291  
Ras Al Khaimah  
United Arab Emirates

Dear Dr. Massaad:

This letter will outline the terms of the Ras Al Khaimah Investment Authority (the "Client") and Strategy XXI (the "Agency").

The Client agrees to retain the Agency effective today [May 16, 2011] for a period of one year. The Agency is retained to represent the Client in carrying out a foreign direct investment (FDI) promotion plan on behalf of the Emirate of Ras Al Khaimah, and to act on behalf of the Client in this regard. The Agreement shall become effective as of the date of this engagement letter and can be renewed automatically. Either party can terminate the Agreement upon not less than ninety (90) days written notice.

The Client agrees to compensate the Agency for its services in a fixed monthly retainer of \$30,000. The Client agrees to pay \$30,000 upon execution of this Agreement representing the first month's retainer. Payment will be made to the Strategy XXI account on the attached and future bills to the Client.

The Agency will submit itemized expense invoices to the Client on a monthly basis and those invoices are payable upon receipt. Out-of-pocket expenses, which are incurred on the Client's behalf, such as prorated telephone calls, faxes, subscriptions, photocopying charges, postage and express charges are subject to a 17.65% commission charge. Travel, defined as business airfare (when international) hotel and meals while in the UAE, will be billed at cost. All bills are payable upon receipt. The Agency will not retain third parties or enter into third party contracts without the express written/e-mailed permission of the Client. Currently the Agency, under previous work, has developed and maintains a website on behalf of the Client and Client agrees that this will continue.

The Client will indemnify the Agency against any loss or expenditure (including reasonable attorney's fees and costs) the Agency may incur as a result of any claim, suit or proceeding brought against the Agency based upon or relating to programming, publicity or other material which the Agency prepared for the Client based on materials or ideas provided by the Client. Liability of the Client for negligent performance of and/or breach of this Agreement shall be

limited to the fees paid by the Client to the Agency in the 12 months preceding the matter giving rise to the claim for negligence or breach. In no circumstances shall the Client be liable in damages to the Agency for any loss of profit, consequential loss or loss of anticipated earnings.

The Agency will indemnify the Client against any loss or expenditure (including reasonable attorney's fees and costs) the Client may incur as the result of any claim, suit or proceeding made or brought against the Client based upon or relating to any breach by the Agency of the terms of this Agreement or to any programming, publicity or other material which the Agency prepared for the Client which was not based on materials or directions from the Client. Liability of the Agency for negligent performance of and/or breach of this Agreement shall be limited to the fees paid by the Client to the Agency in the 12 months preceding the matter giving rise to the claim for negligence or breach. In no circumstances shall the Agency be liable in damages to the Client for any loss of profit, consequential loss or loss of anticipated earnings.

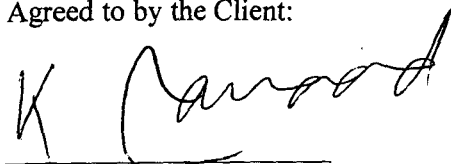
The Agency agrees that information and materials provided by the Client to the Agency on a confidential basis shall be held in confidence by the Agency except as otherwise required by law.

The Agreement shall be governed and construed in accordance with the laws of the State of New York.

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform their obligation hereunder without violating the legal or equitable rights of any third party.

If these terms are agreeable to you, please countersign below and retain one copy for your files, returning the original to us.

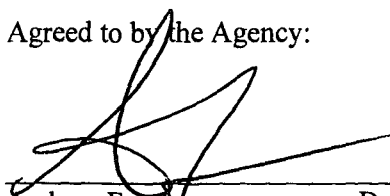
Agreed to by the Client:



Dr. Khater Massaad

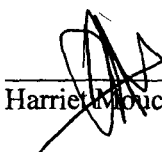
16. May. 2011  
Date

Agreed to by the Agency:



5/16/11  
Date

Andrew Frank



5/16/11  
Date

Harriet Mouchly-Weiss